

**RIDER POR
PURCHASE OF RECEIVABLES**

Applicable to Rate RESS7

AVAILABILITY.

This rider is available to Retail Electric Suppliers (RESs), as defined in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates, taking service under Rate RESS7 - Retail Electric Supplier Service - 2007 (Rate RESS7).

PREREQUISITES OF SERVICE.

Before commencing service hereunder, a RES must comply with the following prerequisites for service. Such RES must:

- (1) have, and demonstrate through the successful completion of the Company's testing program, the ability to electronically accept meter usage data for each retail customer account with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
- (2) have, and demonstrate through the successful completion of the Company's testing program, the ability to electronically transmit to the Company on a timely basis customer specific billing information for each retail customer account with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
- (3) have, and demonstrate through the successful completion of the Company's testing program, the ability to electronically accept via Electronic Funds Transfer (EFT) payments for purchased receivables and offsets from updates and corrections from the Company for the electric power and energy supply service provided by the RES to retail customers; and
- (4) execute a Rider POR Contract Addendum.
- (5) [Other?]

CONTINUING OBLIGATIONS.

RES Continuing Obligations

A RES taking service hereunder is obligated to:

- (1) electronically accept meter usage data for each monthly billing period for each retail customer account with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
- (2) determine the electric power and energy supply service charges, resultant billing amounts, and other relevant billing information for each monthly billing period for each retail customer account with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and

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CONTINUING OBLIGATIONS (CONTINUED).

RES Continuing Obligations (Continued)

- (3) transmit electronically the necessary electric power and energy supply service charges, electric power and energy usage data, resultant billing amounts, and other relevant billing information, including all information pertaining to the electric power and energy supply service provided by the RES to the retail customer as required under 83 Illinois Administrative Code 410.210; to the Company for each retail customer account with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service no later than three (3) business days after such retail customer's meter usage data for the monthly billing period is transmitted to the RES by the Company; and

[Other potential administrative code requirements for RES billing?]

- (4) warrant that all electric power and energy supply service charges, resultant billing amounts, and other relevant billing information transmitted to the Company as described in RES Continuing Obligation (3) for the retail customer are correct and in accordance with the terms of the RES's contractual arrangements with the retail customer; and
- (5) sell to the Company the RES's receivables for all billed amounts related to the provision of electric power and energy supply service from retail customer accounts with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
- (6) accept electronically purchased receivables payments from the Company for the electric power and energy supply service provided by the RES to retail customer accounts with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service.

Company Continuing Obligations

The Company is obligated to:

- (1) transmit electronically meter usage data for each monthly billing period for each retail customer account with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service no later than one (1) business day after the Company determines such meter usage data for the monthly billing period for such retail customer; and
- (2) accept electronically the necessary electric power and energy supply service charges, electric power and energy usage data, resultant billing amounts, and other agreed upon billing information transmitted by the RES for the monthly billing period for each retail customer account with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and

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CONTINUING OBLIGATIONS (CONTINUED).

Company Continuing Obligations (Continued)

- (3) issue a bill for the monthly billing period for each retail customer account with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service that includes (i) the necessary applicable electric power and energy supply service charges, electric power and energy usage data, resultant billing amounts, identification of the RES, and other agreed upon billing information transmitted by the RES for electric power and energy supply service provided to such retail customer within one (1) business day after accepting such charges, data, amounts, and information as described in the Company's Continuing Obligation (2), in the event that such charges, data, amounts, and information had been timely submitted by the RES in accordance with RES Continuing Obligation (3); or (ii) a notice that the RES's charges for the current monthly billing period are not available in the event that such charges, data, amounts, and information had not been timely submitted by the RES in accordance with RES Continuing Obligation (3), and include such charges, data, billing amounts and information on the next available subsequent monthly bill for such retail customer after such charges, data, billing amounts and information are transmitted by such RES to the Company; and
 - (4) include on each bill described in the Company's Continuing Obligation (3) all information pertaining to such supply service as required under 83 Illinois Administrative Code 410.210; and
 - (5) remit electronically undisputed discounted purchased receivables payments due to the RES for electric power and energy supply service provided by the RES to retail customer accounts with respect to which the Company purchasing the RES's receivables for electric power and energy supply service in a timely manner
- (6) [Other?]

RES LOGO, TRADEMARKS, AND SERVICE MARKS.

The Company is hereby licensed to reproduce on its bills to a retail customer account with respect to which the Company purchasing the RES's receivables for electric power and energy supply service pursuant to this rider, without charge, those trademarks and service marks of the RES that are included in or with the billing materials submitted to the Company by the RES for that retail customer. The Company does not thereby obtain any other right, title, or interest in, or continuing right to use, any such mark. This license grants specific and limited rights; all other rights are reserved.

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PURCHASE OF RECEIVABLES.

A RES taking service hereunder must sell to the Company such RES's electric power and energy supply service related receivables for each retail customer for which the RES provides electric power and energy supply service. Such receivables must be sold by the RES to the Company at a discount based upon the delivery class applicable to the retail customer associated with such receivables in accordance with the following provisions:

Delivery Class	Discount Rate
Residential Single Family	a.aa%
Residential Multi Family	b.bb%
Watt-Hour	c.cc%
Small Load	d.dd%
Medium Load	e. ee%

The Company must remit electronically all discounted purchased receivables payments due to the RES for electric power and energy supply service provided by the RES to retail customer accounts with respect to which the Company purchasing the RES's receivables for electric power and energy supply service.

The Company is not obligated to make payments for purchased receivables associated with charges billed to a retail customer for the RES's electric power and energy supply service that are disputed by such retail customer. Charges billed by the Company to a retail customer for the RES's electric power and energy supply service are deemed to be disputed if such retail customer contacts the Company and claims that such charges are not correct. A retail customer's claim that it is not able to pay amounts due for the RES's electric power and energy supply service does not constitute disputed charges with respect to the Company's obligation to pay for purchased receivables.

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IMPLEMENTATION.

The RES may elect for the Company to purchase the receivables of the RES's electric power and energy supply service for all or some of the retail customers for which such RES provides electric power and energy supply service, provided one of the following delivery classes is applicable to each such retail customer: (a) Residential Single Family Without Electric Space Heat Delivery Class, (b) Residential Multi Family Without Electric Space Heat Delivery Class, (c) Residential Single Family With Electric Space Heat Delivery Class, (d) Residential Multi Family With Electric Space Heat Delivery Class, (e) Watt-Hour Delivery Class, (f) Small Load Delivery Class, of (g) Medium Load Delivery Class

Notwithstanding the provisions of the previous paragraph, the RES is not allowed to elect for the Company to purchase the receivables of the RES's electric power and energy supply service for any retail customer for which there is a past due unpaid balance for electric power and energy supply service provided and billed by the RES to such retail customer.

The RES must notify the Company that it is electing for the Company to purchase the receivables of such RES's electric power and energy supply service for each retail customer account with respect to which the Company purchasing the RES's receivables for electric power and energy supply service by submitting a Direct Access Service Request (DASR) for each such retail customer which informs the Company of the RES's election of such purchase. Such election for such retail customer is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that the Company receives such DASR in accordance with the same timing requirements as provided in the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS - Retail Delivery Service (Rate RDS). Such effective meter reading or billing cycle date is the beginning date of the first monthly billing period for which the Company purchases the receivables of the RES's electric power and energy supply service for such retail customer. Such notification may be included in the DASR submitted in accordance with the provisions in such Standard Switching subsection which informs the Company of the retail customer's selection of such RES as the retail customer's provider of electric power and energy supply service.

In the event that a RES terminates the Company's purchase of the receivables for such RES's electric power and energy supply service with respect to any individual retail customer account with respect to which the Company had been purchasing the RES's receivables for electric power and energy supply service, the RES must submit notification through the submission of a DASR to the Company of such termination with respect to such retail customer account. Such termination for such retail customer account is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that the Company receives such DASR in accordance with the same timing requirements as provided in the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS. Such effective meter reading or billing cycle date is the ending date of the last monthly billing period for which the Company purchases receivables from the RES for the amounts billed to such retail customer for the RES's electric power and energy supply service.

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CONTRACT ADDENDUM TERM AND TERMINATION PROVISIONS.

For a RES first receiving service hereunder or resuming service hereunder after a previous termination of service hereunder, the initial term of the Rider POR Contract Addendum between the Company and the RES is twenty-four (24) months. Upon expiration of the initial or any renewal term of contract, the term of contract is automatically renewed for a period of twelve (12) months.

A RES taking service hereunder has the right to terminate its Rider POR Contract Addendum and discontinue service hereunder at any time on at least sixty (60) days' written notice to the Company, provided, however, that in the event of such termination, such RES is not eligible to take service hereunder for a period of twelve (12) consecutive months. In such event, the RES must submit a DASR for each retail customer account with respect to which the Company had been purchasing the RES's receivables for electric power and energy supply service that notifies the Company that service hereunder with respect to each such retail customer account is terminated and such retail customer is to be billed for such RES's electric power and energy supply service by such RES. The termination of service hereunder for such retail customer account is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that the Company receives such DASR in accordance with the same timing requirements as provided in the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS. Such effective meter reading or billing cycle date is the ending date of the last monthly billing period for which the Company purchases receivables from the RES for the amounts billed to such retail customer for the RES's electric power and energy supply service.

The Company has the right to terminate the Rider POR Contract Addendum and discontinue service to a RES hereunder if such RES; (a) has its service under Rate RESS7 terminated, or (b) fails to abide by the continuing obligations of this rider. Such termination does not prohibit the Company from pursuing collection of amounts owed to the Company by the RES or owed to the Company by the Company's retail customers with respect to which the Company had been purchasing the RES's receivables for electric power and energy supply service.

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MISCELLANEOUS GENERAL PROVISIONS.

[Other general provisions?]

The Company reserves the right to disconnect service to a retail customer account with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service in accordance with the provisions of this rider if the Company does not receive payment from such retail customer for the electric power and energy supply service provided by such RES to such retail customer and billed by the Company.

The Company is not liable for any act, omission, promise, or representation of any RES that takes service hereunder or that provides or promises or represents that it will provide electric power and energy supply services in the Company's service territory. The Company is not liable to any retail customer for any damages caused by any equipment installed, operated, or maintained by any entity other than the Company.

The RES is not an agent of the Company and has no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises, representations, or omissions.

The RES must abide by the provisions of any applicable tariffs or contracts with the Company under which the Company provides the RES with services.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.